

REMARKS

Status of the Claims

- Claims 1-3, 5-9, 11-15, 23-25, 27-31, 33-37, 45-47 and 49-53 and 55-59 are pending in the Application after entry of this amendment.
- Claims 1-3, 5-15, 23-25, 27-37, 45-47 and 49-59 stand rejected by the Examiner.
- Claims 1, 23 and 45 are amended by Applicants.
- Claims 10, 32 and 54 are cancelled by Applicants without prejudice or disclaimer.

Amendment After Final

Entry of this Amendment is respectfully requested on the ground that this Amendment places the application in condition for allowance. Alternatively, entry of this Amendment is respectfully requested on the ground that this amendment places the claims in better form and condition for appeal. Furthermore, Applicants submit that any changes made to the claims herein do not require an additional search on the part of the Office, nor do any amendments made herein raise new issues with regard to the patentability of the claims now pending.

Claim Rejections Pursuant to 35 U.S.C. §103 (a)

Claims 1-3, 5-15, 23-25, 27-37, 45-47 and 49-59 stand rejected pursuant to 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,634,012 to Stefik et al. in view of U.S. Patent No. 5,892,900 to Ginter et al. and in further view of U.S. Patent Publication No. US 20020107809 A1 to Biddle et al. The Applicants respectfully traverse the rejection in light of the amendments to the claims.

The Examiner states in the Office Action dated 2/10/2005, page 6;

“Stefik, in at least column 48, lines 29-67, discloses demo versions and upgrading digital works, which reads on Applicant’s “Dummy License” used to facilitate the acquisition of a proper license after viewing or playing a demo version of the digitized work. It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize Stefik’s technique of providing a demo version to entice a user to purchase a license because this allows consumer to preview material before purchasing the full or expanded rights to that digital work.”

Applicants submit that the Examiner has a misunderstanding of the present invention. Simply, a dummy license is not demo version of a digitized work. Additionally, as used in Applicants claims, a dummy package is also not a demo version of a digitized work. Further, Applicants submit that a digital license, as in the context of the invention, is not the same entity as a digital work. In order to more clearly recite that which Applicants regard as their invention, Claims 1, 23 and 45 have been amended to recite that a dummy package is absent of any functional portion of the corresponding piece of digital content.

Amended Claim 1 recites, in relevant part:

“...wherein the customer has a digital rights management (DRM) system to ensure that the content is rendered in accordance with the license, wherein obtaining the customer-based information comprises:

delivering, by the retailer to the customer, a dummy package having license acquisition information containing a site identifier for an interposing site controlled by the retailer, the dummy package absent any functional portion of the corresponding piece of digital content;

delivering, by the retailer to the customer, a controller that can control the DRM system of the customer, wherein such controller directs such DRM system to send a dummy license request to the site identifier for the interposing site controlled by the retailer according to the license acquisition information in the dummy package; and

receiving, by the retailer at the interposing site from the customer, the dummy license request including customer-based information, and wherein composing the actual license request comprises modifying, by the retailer, the dummy license request to add the retailer-based information.”

Applicants submit that the specific set of elements presented above are not present in Stefik et al., Ginter et al., or Biddle et al. if each is considered alone. Applicants further submit that the set of elements presented above are also not taught or even suggested by Stefik et al., Ginter et al. and Biddle et al. if the references are considered in combination.

Applicants respectfully submit that the present amendment makes it clear that the dummy package does not contain any functional portion of the digital content to which the

digital license corresponds. This amendment, which directly addresses the Examiner's concern, is supported by the present specification as found on page 65, first paragraph.

Applicants respectfully submit that neither Stefik et al. nor Ginter et al. nor Biddle et al. teach or suggest, alone or in combination all the elements of amended Claim 1. Specifically, the references, alone or in combination, fail to specifically teach or suggest a method of a consumer obtaining a digital license from a licensor where a retailer sends a "dummy package"(absent any functional portion of the corresponding piece of digital content) and a controller for a DRM to the customer and where the DRM sends a dummy license request sent to an interposing site controlled by the retailer and where the retailer then composes an actual license request to the licensor as recited in the relevant part of amended Claim 1 presented above. Consequently, neither Stefik et al. nor Ginter et al. nor Biddle et al., either alone or in combination, can render amended independent Claim 1 obvious. Amended Claim 1 thus patentably defines over the cited art. Similarly, dependent Claims 2-3 and 5-15, relying on independent Claim 1, are also rendered non-obvious and patentably define over the cited art.

Applicant has amended independent Claim 23 to recite similar elements as recited in amended Claim 1. Specifically, Applicants have amended Claim 23 to expressly clarify that the dummy package is absent any functional portion of the corresponding piece of digital content to address the Examiners' concern that a demo unit may be included in the dummy package.

Applicants respectfully submit that neither Stefik et al. nor Ginter et al. nor Biddle et al. teach or suggest, alone or in combination all the elements of amended Claim 23. Consequently, as with amended Claim 1, neither Stefik et al. nor Ginter et al. nor Biddle et al., either alone or in combination, can render amended independent Claim 23 obvious. Amended Claim 23 thus patentably defines over the cited art as does its dependent Claims 24-25 and 27-37.

Likewise, Applicant has amended independent Claim 45 to recite similar elements as recited in amended Claim 1. Specifically, Applicants have amended Claim 45 to expressly clarify that the dummy package is absent any functional portion of the corresponding piece of digital content to address the Examiners' concern that a demo unit may be included in the dummy package.


Applicants respectfully submit that neither Stefik et al. nor Ginter et al. nor Biddle et al. teach or suggest, alone or in combination, all the elements of amended Claim 45. Consequently, as with amended Claim 1, neither Stefik et al. nor Ginter et al. nor Biddle et al., either alone or in combination, can render amended independent Claim 45 obvious. Amended Claim 45 thus patentably defines over the cited art as does its dependent Claims 46-47 and 49-59.

Conclusion

Applicants submit that the current amendments to pending Claims 1, 23 and 45 place all pending claims in a condition for allowance. Consequently, Applicants respectfully request reconsideration and withdrawal of the rejections and a Notice of Allowance for all pending claims.

Respectfully Submitted,

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